

**City of Alcoa Electric Department
HomeGuard Meter Based Surge Suppression Device
Lease Agreement**

Terms of Lease:

For and in consideration of the mutual promises and covenants contained herein this agreement is made between the City of Alcoa Electric Department and the Customer-Signer of this document. The Customer acknowledges that he / she understands and agrees to abide by the terms and conditions of this Agreement for a minimum of three (3) years (the term date). After the initial three (3) year period, this Agreement shall automatically be renewed on a month-to-month basis until terminated by either party by providing at least (30) thirty days written notice. Monthly lease charges of Five Dollars and Fifty Cents (\$5.50) shall be applied to and specified on the Customer's monthly electric bill and shall be considered due upon the same date as the bill for electric service. Should additional ground rod(s) be required, a City of Alcoa Electric employee will install necessary rod(s) at a rate determined by the package selected. Payment must be current for any and all warranties from the manufacturer (PSG/EFI Enterprises, Inc.) to be in effect. Should the Customer discontinue electric or surge suppression service prior to the completion of the initial three (3) year term of this Agreement, all unpaid charges for the initial three (3) year period shall immediately become due and payable. The City of Alcoa Electric Department will then remove the meter-based suppression device (MB-SSD) and all manufacturer's warranties will be void. Should the Customer move to another home within the Alcoa Electric Department's service area prior to the termination date, the Customer may transfer the meter-based suppression device (MS-SSD) to their new location for the remaining period or pay the unpaid balance under this Agreement. Customer should notify the City of Alcoa Electric Department at the time of transfer of service that the MB-SSD is to be moved. If notification is not made at that time, a \$25.00 charge to move the device will be paid by the Customer, based on the costs to the City of Alcoa Electric Department by reason of the non-notification.

Conditions of Service:

Non-Meter-Based SSD: The Customer agrees that any surge suppression devices purchased by the Customer directly from the City of Alcoa Electric Department for the purpose of adding down-line plug-in electric or electronic equipment becomes the property of the Customer. It is the Customer's responsibility to ensure that the HomeGuard plug-in surge suppression devices are properly installed according to the manufacturer's installation guide, and to register with the manufacturer's representative the appliances and equipment protected by devices in order to validate the manufacturer's warranty (HomeGuard Defender Plus Limited Warranty). Further, it is the Customer's responsibility to contract with a license electrician for installation of any hard-wired non-meter based SSD devices that he / she might purchase.

The Customer acknowledges that he / she understands that the manufacturer's warranty is limited to and applies only to a washer, dryer, range, refrigerator, freezer, HVAC unit, dishwasher and garbage disposal in the absence of the Customer purchasing HomeGuard non-meter-based SSD devices that relate to other electronic appliances and equipment. The Customer understands that all non-meter-based surge suppression devices purchased from the City of Alcoa Electric Department must be used in conjunction with the MB-SSD at all times in order to validate the manufacturer's warranty as relates to all appliances other than those referred to above. At the time of the lease, purchase and / or installation, the Customer acknowledges receiving a copy of the manufacturer's warranty statement applicable to all surge suppression devices provided. Further, the Customer acknowledges that he/ she understands that the manufacturer's warranty is expressly limited to damages resulting from the hazard referred to therein and as relates to all claims for damages, Customer will be subject to the standards and requirements of the manufacturer's claim evaluation process, which may require the Customer to ship any involved non-meter based surge suppression device to the manufacturer, postage prepaid, for evaluation purposes.

Meter-Based Surge Suppression Devices: The HomeGuard meter-based surge suppression device (MB-SSD) will be installed by a designated City of Alcoa Electric Department employee. If for any reason this employee should determine that any of the home's electrical grounding system or wiring are inadequate for the proper installation of the device, Alcoa Electric Department reserves the right to refuse installation until such time as necessary corrections are made. The MD-SSD is an integral part of the sealed electric meter and shall remain the property of the City of Alcoa Electric Department. Any tampering with the MB-SSD on the part of the Customer shall void the manufacturer's warranty. Again, Customer acknowledges that he / she understands that the manufacturer's warranty is limited to applies only to a washer, dryer, range, refrigerator, freezer, HVAC unit, dishwasher, garbage disposal in the absence of the Customer purchasing HomeGuard non-meter based SSD devices that relate to other specific equipment and appliances. The Customer further understands that the standard MB-SSD is equipped with an audible alarm which will activate should the MB-SSD require service. If this occurs, Customer agrees to notify the City of Alcoa Electric Service Department immediately so that said unit can be repaired or replaced.

Claims Procedures: The Customer understands that any electric appliance may fail or be damaged as the result of causes other than those associated with the failure of a surge suppression device as warranted with which it might be associated. The Customer further understands that in order to initiate a claim for damages to products covered by the SSD manufacturer's warranty, the Customer must first call the manufacturer (PSG/EFI Enterprises, Inc.) directly at 800/567-8743 within thirty (30) days from the date of loss and comply strictly with the manufacturer's claim process as directed by its representative. The Customer further understands that the City of Alcoa Electric Department shall have no involvement in the claim process (other than to remove and transmit to manufacturer Customer's MB-SSD), as all involved warranties are exclusively between the Customer and the manufacturer (PSG / EFI Enterprises, Inc.). The Customer understands that in the event repair or replacement of any plug-in SSD becomes necessary, it is the Customer's responsibility to pick up a replacement device at the City of Alcoa Electric Department.

City of Alcoa Electric Department Non-Liability: By signing the Agreement, the Customer acknowledges that the City of Alcoa Electric Department makes no warranty or guarantee of any kind, express or implied, to the Customer with regard to these surge suppression devices or to the Customer's property or equipment. **Any warranties provided are exclusively from the surge suppression device manufacturer (PSG/EFI Enterprises, Inc.) and are provided to the original Lessee and / or Purchaser, for so long as the Lessee and / or Purchaser is a customer of the City of Alcoa Electric Department and this Agreement is in effect. The Customer shall hold the City of Alcoa Electric Department harmless in connection with the operation, service and installation of all surge suppression devices. In the event the protective effectiveness of these devices shall be interrupted or fail for any reason, the City of Alcoa Electric Department's sole obligation shall be to repair or replace these surge suppression devices in accordance with this Agreement. Such interruption or failure shall not constitute a breach of this Agreement nor shall the City of Alcoa Electric Department, its officers, directors or employees be liable to the Customer or any other third party for any damages, which might result from such interruption or failure. The Customer understands that the SSDs will not protect against direct or indirect lightning strikes beyond the manufacturers rated energy diversion capacity.**

Customer

Account Number

Alcoa Electric Department Rep.

Date